

**TERMS AND CONDITIONS OF ORDER OF PURCHASE
LEAR CORPORATION**

Version of the 1 of January of 2008

1. Formation; Supply; Acceptance; Exclusive terms.

A. Each order of purchase, along with these Terms and Conditions (the "Order") is a supply done by Lear corresponding Corporation or its affiliated or subsidiary one (the "Buyer") with the part to which this Order is directed and to affiliated his and subsidiary (the "Salesman") to celebrate the contract that it describes and will be the total and exclusive declaration of this supply and contract. An Order does not constitute an acceptance on the part of the Buyer of any supply or proposal of the Salesman, either in the quotation, recognition, invoices or another document of the Salesman. If some quotation or proposal of the Salesman is considered a supply, that supply specifically is rejected and replaced in its totality by the supply that consists in the Order.

B. A contract forms when the Salesman accepts the supply of the Buyer. Each order will consider with base in the terms and conditions of this Order on the part of the Salesman by means of the office of goods, the performance of services, the beginning of work in goods, the written recognition or any other conduct of the Salesman accepted who recognizes the existence of a contract related with the intention of these terms.

C. The acceptance is limited these Terms specifically and Conditions and to those terms and conditions to which it becomes express reference otherwise in the Order. No tried acceptance of some based Order in terms and conditions that modify, replaces, complements or otherwise they alter these Terms and Conditions will be binding for the Buyer and these terms and conditions will be considered rejected and replaced by these Terms and Conditions, unless the terms and conditions stipulated by the Salesman are accepted in physicist by means of writing signed (a "Signed Writing") on the part of the Vice-president of Purchases of the Buyer, despite which the Buyer had accepted or paid to some boarding of merchandise or any similar act on the part of the Buyer.

D. In case of conflict between the order and some agreement or previous or contemporary document interchanged between the Buyer and the Salesman, the Order will prevail.

E. Lear Corporation will be able to possibly administer the purchases for his affiliated and subsidiary and to emit Orders that contain logotype of Lear Corporation, but which they identify to a different Buyer. The Salesman recognizes and agrees that no of such Orders will constitute or will be interpreted because she represents an Order of Lear Corporation or a guarantee on the part of Lear Corporation of any obligations or identified responsibilities of the Buyer in the Order.

2. Application of the Terms and Conditions

A. These terms and conditions, according to can possibly be modified (the "Terms and Conditions") are applied to the purchase on the part of the Buyer of all the goods and/or services, according to corresponds, of the Salesman that are described in each Order (jointly, the "Goods") or in any document to which specifically reference in this Order is made describing such Goods. The term "Goods" throughout these Terms and Conditions includes, without it constitutes limitation, raw materials, component, intermediary assemblies, tools, molds, equipment and end items and all the services, independently of if they are made in relation to anyone of the headings that they precede. Certain Terms and Conditions are applied to particular types of Goods solely, but solely when they are limited those types of Goods specifically.

B. These Terms and Conditions are applied to all the Salesmen according to an Order, including, without it constitutes limitation, any Salesman who is a Directed Supplier. A "directed Supplier" is any Salesman to whom the Buyer has required or recommended it tries of Goods by instructions or suggestion of the client of the Buyer and/or the client of Original Equipment Manufacturer ("OEM"), if it is different (jointly, the "Client") (including agreements to share sources of supply), or when, due to the production, specification or another limitation of products of the Client, the Buyer is limited so Salesman for the required Goods. Each Salesman who is a Directed Supplier recognizes the applicability of these Terms and Conditions and agrees upon being forced by these Terms and Conditions, including, without she

constitutes limitation, the requirements of Supplier of World-wide Class according to the Section the 6 and conditions of payment according to Section 33.

C. Each Order and amendment of Order emitted by the Buyer to the Salesman after the 1 of January of 2008, incorporate these Terms and Conditions, which will be applied to the totality of each one of this Purchases, according to can be amended. In addition, the Manual of Requirements of the Supplier, Lineaments and Definitions of works tools, Lineaments for Audit of Works of Tools, requirements of packing and boarding of Lear Corporation and other manuals, lineaments and requirements that are possibly available under headed "the Guides of Network" (Web Guides) through the connections provided in the page of Internet de Lear Corporation: www.lear.com under Information of Suppliers (jointly, the "Guides in the Network") they are gotten up by means of reference. In case of conflict between some of Guides in the Network and these Terms and Conditions, these last ones will prevail. The Buyer will be able to modify any Guides in the Network or to add Guides in the Network additional, at any time, placing a notification about this Guides in the Network modified or new through connections provided in the page of Internet de Lear Corporation www.lear.com, under "Information for the Supplier", with a minimum of ten (10) days of advance to the take effect of any Guide in the new or modified Network. The Salesman will have periodically to review the page of Internet de Lear Corporation and Guide in the Network. The continuous performance of the Salesman according to the Order without giving notification written to the Buyer in agreement with Section 44, detailing the objection of the Salesman with respect to any Guide in the new or modified Network before its effective date will be subject and constitute the acceptance of the Salesman of this Guide in the new or modified Network.

D. The Terms and Conditions and Guides in the Network that are applied to each Order are the Terms and Conditions that are in force in the Date of shown Emission in which he is later between the Order or any amendment of Order applicable to this Order.

E. No exception, variation or resign of these Terms and Conditions will be valid or binding for the Buyer unless the Order or amendment of Order is specified in or it becomes in a Writing Signed by the Vice-president of Purchases of the Buyer.

3. Documents used for Purchases. The following documents could be used by the Buyer as it leaves from the process of supplying and purchases of the Buyer. Except according to it can be otherwise (i) specifically had in one following documents enumerated in the literal ones To a I that has been signed by the Vice-president of purchases of the Buyer or (II) specifically anticipated in the Order, the Order replaces entirely to all those documents.

A. Long Term Agreement ("LTA"). This it is a contract relative to reductions of prices that also are used, in some cases, like indicator of qualification to quote with respect to certain businesses. The effective LTA before the 1 of March of 2006, signed by another authorized personnel of Purchases will continue in vigor despite the Section 3 (i) that it precedes.

B. Lear Supply Agreement ("LSA"). This it is a contract that provides the conditions of relation between the Salesman and the Buyer, including the changes of been suitable prices and which also are used, in some cases, like indicator of qualification to quote with respect to certain businesses. The effective LSA before the 1 of March of 2006 that are signed by another personnel of Purchases authorized will continue in vigor not the Section 3 (i) that it precedes.

C. Joint Development Agreement ("JDA"). This it is a contract between the Buyer and another part to develop to a product or specific technology. The effective JDA before the 1 of March of 2006 that are signed by another personnel of Purchases authorized will continue in vigor not the Section 3 (i) that it precedes.

D. Letter of Intent ("LOI"). This it is an agreement by means of which the Buyer agrees upon being responsible for certain expenses related to the acquisition on the part of third of headings with long time of delivery, normally tools or equipment. This agreement is binding for the Buyer solely if (i) specifically declares that he is binding and (II) contains a declaration of Maxima responsibility and lasts limited.

E. Early Sourcing and Target Agreement ("ESTA"). This it is a contract that, without commitment on the part of the Buyer to the Salesman of the source, provides to a potential supplier the opportunity to develop

the technology and the required processes that can be necessary to produce the Goods for the Buyer. The Buyer has any developments related according to ESTA or has the right to acquire such developments to audited increasing costs.

F. Supplier Engineering Target Agreement (“SETA”). This it is a contract between the Buyer and the Salesman related to engineering property of the Salesman who is used, in certain cases, to complement the corresponding terms of the Order.

G. Supplier Owned Tooling Agreement (“SOTA”). This it is a contract between the Buyer and the Salesman related to tools property of the Salesman that are used, in certain cases, to complement the pertinent conditions of the Order.

H. Request For Quotation (“RFQ”). This is a previous step to generated a possible offer from the buyer to the vendor contending into a Purchase Order. It can include Projections of Volume and Duration (to see Section 5) and specifications for the quoted Goods.

I. Engineering Change Notice (“ECN”). This it is a preliminary step to generate a possible supply of the Buyer to the contained Salesman in an Order. It can include Projections of Volume and Duration (To see Section 5) and specifications for the quoted Goods.

J. Quotation. After a RFQ or ECN, this generally it is the following step to generate the supply of the Buyer to the contained Salesman in the Order. Also it can include Projections of Volume and Duration (to see Section 5) and can make reference to the projected prices.

K. Order. The Order describes the Goods that are bought, specifies the name and direction of the Buyer and the Salesman and incorporates these Terms and Conditions. In agreement with Section 1, each Order constitutes a supply of the Buyer to the Salesman to celebrate the contract that it describes and it is the complete and exclusive declaration of this supply and agreement. Each Order is or a closed Order of purchase (Spot-buy), an Open order formation (Blanket) or a contract Order requirement depending on the specified amount and duration in the face of the Order. A closed Order of purchase (Spot-buy), is an Order of a single time for a specific amount of Goods. An Open order formation (Blanket) is an Order of Goods in agreement with the firm amounts and specified chronograms of delivery in the Information emitted by the Buyer in accordance with the Order. A requirement contract Order is an order for all or a designated portion of the requirements of the Buyer with respect to Goods by a period of specified time, in agreement with the firm amounts and specified chronograms of delivery in Information emitted by the Buyer in accordance with the Order. All the references to a “Order” will mean the initial Order, according to is amended by any amendments at your service emitted by the Buyer.

L. Release. This he is an annex by means of which the Buyer (i) specifies the firm amount of Goods that the Salesman must give to the Buyer less weekly, (II) it authorizes the material manufacture, and/or (III) it authorizes the purchase of component raw materials/, each one for the period specified there. The Report indicates the firm amount of Goods and/or the firm amount of component raw materials/, according to corresponds, with respect to which the Buyer is responsible before the Salesman and who the Salesman is forced to provide to the Buyer during the period specified there. The Report also can provide a prognosis of the amount of Goods that will be ordered beyond the firm amount. The prognosis is not binding for the Buyer nor for the Salesman.

M. Order Amendment. This is an amendment at your service emitted by the Buyer in the format of order of purchase of the Buyer through protocol normal of the Buyer to reflect an amendment or modification of the Order.

4. Amount and Duration

A. The amount applicable to each Order and its duration is specified in the face of the Order. The specified amount can be until the one hundred percent (100%) of the requirements of Goods of the Buyer. For all Open Purchases (Blanket) and You order of contracts of requirements, the Buyer will emit a Report (to see the Section 3.L) to specify the necessary amounts, sites of delivery, and dates. The Salesman recognizes and agrees that, despite any thing anticipated in opposite sense in some Order, the Salesman is forced to provide Goods to the Buyer at least in the amount of Goods and/or a firm amount of component raw materials/for which the Buyer will be responsible in case of completion (to see the

Section 17.B). The Information can include Projections of Volume and Duration (to see Section 5), but the Information are only binding for the Buyer, and the Buyer will not have any obligation or responsibility in excess of the specified amount as it signs in the Report. The Salesman recognizes and agrees upon accepting the risk associated with the times of delivery of the diverse components, if they are beyond the amounts of the firm Report provided by the Buyer.

B. To less than the Order it has specific way that the Salesman will produce the one hundred percent (100%) of the requirements of Goods of the Buyer, the Buyer will have right to obtain a part of these Goods of another source of third or the internal sources of the Buyer.

5. Projections of Volume and Duration. Of time in when and in relation to the quotations, requisitions and Orders, the considered Buyer will be able to provide the Salesman, prognoses or projections for its future requirements of volume or amount with respect to the Goods, and/or the use of a program ("Projections of Volume and Duration"). The Projections of Volume and Duration, unlike a Report for a firm amount, are not binding for the Buyer. They are not either evidence of a contract of requirements. The Salesman recognizes that the Projections of Volume and Duration, like any other projections to future, are based on a series of factors, economic and commercial variables and assumptions, some or all which can change with time, and can later be necessary or not at the moment at which they were done, or. The Buyer does not make any asseveration, guarantee or commitment of any type or nature, implicit express or, in relation to no Projection of Volume and Duration or considered other, prognosis or projection provided the Salesman, including with respect to its precision or perfectly. The Salesman accepts that the Projections of Volume and Duration can not be precise and that the real volume or duration could be inferior or greater to those of the projections. The Salesman recognizes that this risk, and the possible one compensates, is an aspect of the automotive industry.

6. Requirements of Supplier of World-wide Class. The Salesman must provide competitive Goods of world-wide class in terms of **cost** (to see Section 7), **quality** (to see Section 8), **it gives** (to see Section 9), **technology** (to see Section 10) and **support to the client** (to see Section 11). Each reference to a Supplier of World-wide Class in these Terms and Conditions and any other document or agreement between the Buyer and the Salesman incorporates by means of reference to each one of the elements before mentioned (cost, quality, give, technology and support to the client) and all the conditions, dispositions and requirements relative to these elements in these Terms and Conditions. The lack of the Salesman to fulfill the requirements of a Supplier of World-wide Class will be base so that the Buyer finishes to the Order immediately according to the Section 17.A.

7. Cost

A. The prices received by the Goods listed in the Order are not subject to increase, including of specific way any increase based on changes in the prices of the raw materials or the components, administrative manual labor or expenses, unless it is decided specifically by the Buyer in an amendment of the Order or a Writing Signed by the Vice-president of Purchases of the Buyer.

B. The Salesman asserts that the price received to the Buyer by the Goods is to less as low as the price that the Selling cobra to buyers of a class similar to the one of the Buyer under specified conditions similar to in the Order and which all the prices fulfill all the laws and effective governmental regulations for the moment of the quotation, sale and gives. The Salesman agrees upon which any reduction of prices implemented by the Salesman for any Goods or related positions will be applied to all the boarding of these Goods according to the Order or any amendment of the Order to start off and after the Salesman has implemented the reduction of prices.

C. The Salesman will guarantee that the price received to the Buyer by Goods continues being competitive with the price for goods similar available to the Buyer from other salesmen.

D. The Salesman agrees upon participating in the programs and initiatives of savings of costs and productivity of the Buyer and in implementing programs and initiatives of saving of own costs and productivity of the Salesman to reduce her costs.

8. Quality

A. The Salesman will fulfill all the requirements of quality of the Buyer and all the requirements of quality of the Client of the Buyer, including without she constitutes limitation, the corresponding plans relative to TS 16949, ISO the 14001 and diverse requirements of report OEM End of Life Vehicle (“ELV”) and other requirements.

B. The Salesman agrees upon participating in the programs of quality and development of the Buyer and in fulfilling all the requirements and procedures of quality specified by the Buyer, according to can possibly be modified. Based on the evaluation of responsibility done by the Buyer, the Salesman could be considered for nobodies and all the costs related to some investigation of quality problem responsible, actions of restriction or set aright by concept of Goods provided by the Salesman to the Buyer (including activities of third identified and initiated by the Buyer). The Salesman is forced to provide nobody and all the necessary support that she is solicited by the Buyer to immediately treat and to correct preoccupations relative to the quality of the provided Goods. The Salesman will provide additional resources, according to is necessary and according to she identifies the Buyer, to support the product development, development of processes, validation, launching of production, or any aspect that can put in risk the success of the manufacture or assembly of any Goods or of the program.

C. The Salesman must guarantee that all the equipment (shared and specific) and the capacity of the plant is adapted to satisfy the necessities with the Buyer. An analysis of the continuous capacity must consider to the minus: scrap iron variation, period of paralyzation, maintenance and other requirements of the Client. Each process of production must successful complete a Test of In excess at Speed. The Run Test of at Speed will have to demonstrate that the process of production of the Salesman can produce in less than 24 hours at least the amount Goods of acceptable quality for a day that satisfy the Capacity Planning Volume (“CPV”) with the Salesman. The Buyer is not forced to pay to the Salesman no incremental cost while the amounts of the Report do not exceed the CPV the Salesman. The requirement of capacity and the CPV are not a volume commitment, programs or another commitment of the Buyer.

D. The Salesman is responsible by all the suppliers for second rank of goods or services. The Salesman must maintain a supervision continuous of the development, validation and of the launching to guarantee that all the Goods provided to the Buyer are satisfied to all the specifications, norms, planes, samples and descriptions, including without constitutes limitation, with respect to the quality, performance, fits, forms, function and appearance, of conformity with the Order.

E. For all the Goods, in addition to any other applicable guarantees, the Salesman will provide the guarantees specified in Section 12.

9. Delivery

A. The deliveries will be done so much in the amounts as in the opportunities specified in the Order or the Information provided by the Buyer. The time and the amount of the delivery are essential for each Order. The Salesman will observe the specified instructions of boarding in the Order or the Information. The Buyer will not be forced to make payment by Goods given to the Buyer in excess of firm amounts and specified programs of delivery in the Information of the Buyer. The Buyer will be able to change the rate of the programmed boarding or to order the temporary suspension of programmed boarding, nothing of which will give right the Salesman to modify the price of the Goods anticipated in any Order. With each delivery, it will be considered that the salesman has made the asseverations, guarantees and anticipated commitments relative to her financial and operative operation in Section 14.

B. The expenses of boarding premiums y/u other related expenses necessary to fulfill the established programs of delivery in the Information will be the exclusive responsibility of the Salesman, unless the delay or the cost has been solely result of the negligence of the Buyer and the Salesman provides to the Buying notification about some reclamation against the Buyer within the ten (10) following days to the supposed negligent action of the Buyer that gives origin to this reclamation.

C. Not any agreement relative to the payment of expenses of load, the delivery will not have happened and the loss risk will not have happened to the Buyer until the Goods have been given to the corresponding installation of the Buyer and have been accepted in that installation.

10. Technology

A. If the Buyer provided or provided to the Salesman any designs, planes, specifications, drawings or other materials that contain privileged information, the Salesman will not reveal nor will use for own benefit or of other such designs, planes, specifications, drawings or other materials, including any copies of such, except according to she approves the Buyer in the Order or an amendment of the Order or a Writing Signed by the Vice-president of Purchases of the Buyer.

B. The Salesman specifically guarantees that all the Goods covered by each Order do not violate nor will violate any patent, trade name, right of author or another intellectual property of no third. The Salesman agrees upon (i) to defend, to protect and to compensate to the Buyer and its Clients against any reclamations, demands, losses, judgments, damages, responsibility and expenses (including real honoraria of lawyers, experts and consultants, costs of transaction and sentences) that is derived from any judgment, reclamation or action by real or supposed violation, direct or indirect, or induction to infringe, any patent, marks, straight of author or another Venezuelan or foreign privileged right in regard to the manufacture, use or sale of the ordered Goods, including the violation that is derived from the fulfillment with the specifications provided by the Buyer or badly use or real or supposed illegal appropriation of a commercial secret that it is direct or indirectly of the acts of the Salesman; and (II) it resigns to any reclamation against the Buyer and its Clients, including any reclamation of shelter or similar, either known or no, latent contingent or, that is related somehow to a reclamation made be worth against the Salesman or the Buyer by violation of some patent, trade name, right of author, or another registered right, including reclamations that are derived from the fulfillment with the specifications provided by the Buyer. The Salesman by this means yields to the Buyer all right, holder and participation with respect to all the inventions, trade names, right of author and other rights registered on any material created for or paid by the Buyer according to each order. The technical information and the data provided to the Buyer in relation to each Order are revealed on a no confidential base.

C. The Salesman specifically guarantees that all works susceptible to be protected by right of technical author (including without which it constitutes limitation, programs of computation, manual engineering specifications , documentation and), ideas, inventions (or they are patentable, patented or not), knowledge, processes, compilations of information, trade names and another intellectual property (jointly, the "Products") they will be original for the Salesman and will not incorporate no intellectual property (including rights of commercial author, patents, secrets, work of camouflage or trade name) of no third

D. All the Products that are created in the course of the performance of some Order (separately or like part of any Goods), and all the rights of intellectual property in Products, are property of the Buyer and not of the Salesman. (a) Products of the work. Conform to Article 59 of the Law of Rights of Author, the Salesman by means of the present document, unconditional and irrevocably it grants, it decides in granting, it yields, it decides in yielding, it transfers, it decides in transferring, it transfers and it decides in transferring and it gives and it decides in giving to the Buyer all the rights, titles and I mainly interest respect to and Product of the Work created or developed during the term in this Agreement, from the date of creation or development of this Product of the Work, doing without any act or action required to the aims to carry out this cession and transference. Whereas a Product of the Work is a work by order according to the applicable dispositions in matter of Rights of Author, this one must be considered as a work by order from the moment of its creation, and the author right respect to the same one is of the exclusive property of the Buyer at world-wide level. In as much that a Product of the Work did not describe as a work by in agreement order to the applicable dispositions in the matter of Right of Author, all the rights, titles and interests who on he himself can have the Salesman are by this means yielded, transferred and transferred as of the moment of their creation exclusively to the Buyer. The Salesman will grant all those documents, he will lend all that attendance, and he will take all that action that the Buyer and any others affiliated or the matrix of the Buyer could reasonably require, to expenses from the Buyer or any other affiliated or the matrix of the Buyer, to ask for, to register, to perfect, to confirm, and to protect the rights of the Buyer to a Product of the Work. The Salesman will have, in addition, to try any cession or consent of his employees and any other person that contributes with a Product of the Work that turns it a work by order and, alternatively, to yield its rights (including advertising the moral and right rights) to the Buyer. The Salesman, at no moment, will make or allow that he becomes, or not do or will cause that he becomes, no act or thing, directly or indirectly, that opposes or prevents of no way the rights, titles and interests of the Buyer on a Product of the Work. The Salesman recognizes that any right on a Product of the Work, yielded, transferred or transferred to the Buyer, could be yielded, be transferred or transferred by the Buyer to nobody third, including a any Buying Company, subject to existing licensing agreements . (b) It resigns to Morales Rights. By means of the present the Selling resignation to all and any Moral Rights, including declarative but for a reason or purpose no limitative rights of

identification of responsibility or limitations on subsequent modifications that the Salesman (or his employees, agents or consultants) have or can have respect to any Product of the Work and its derivatives, improvements or modifications.

E. The Salesman grants to the Buyer an irrevocable license, nonexclusive, at world-wide level with the right to grant sublicenses to affiliated to use any technical information, technical, right knowledge of author and patents that are property or controlled by the Salesman or affiliated his, to do, to order that they become, to use and to sell any Goods provided by the Salesman according to each Order. The license will be effective from the first delivery of Goods according to the Order. By a period of two (2) years model from the first delivery of Goods on the part of the Salesman according to the Order, the Buyer will pay to the Salesman a "reasonable exemption" by this license, which the Salesman recognizes that it is including in the price paid by the Buyer to the Salesman by the Goods. In case that the Buyer is provided of the Goods of a part different from the Salesman, the Buyer will later pay to the Salesman a "reasonable exemption" by a period of two (2) years model as of the date of the first delivery of Goods by part of the Salesman and, the license of the Buyer will be free of exemptions, totally paid, permanent and irrevocable.

F. The Salesman will guard so that nobodies of their subcontractors have contracts with the Salesman in writing of way consonant with the terms of this Section 10 to guarantee that the protections demanded by the Buyer to the Salesman also are received from the subcontractors for benefit of the Buyer and the Salesman.

11. Support of the Client

A. The Salesman will support all the initiatives of the supplier of the Buyer and will support to the Buyer in the fulfillment of the initiatives of her Clients. To written request of the Salesman, the Buyer will cooperate with the Salesman to explain the terms, conditions and requirements to him of the Clients of the Buyer.

B. As all elements of the network of automotive provisions must work together to assure that the terms, conditions and requirements of the Clients of the Buyer are fulfilled, is intention of the Salesman and the Buyer that the terms, conditions and requirements of the Client of the Buyer will flow to traverse of the Buyer to the Salesman in the measurement in which they are not in conflict with the terms of the Order. Upon the measurement in which the Salesman does not fulfill the terms, conditions or requirements of the Client of the Buyer or upon the measurement in which the terms of the Client of the Buyer are not in conflict with the terms of the Order, the Salesman agrees, not anyone of such conflicts, in compensating and protecting to the Buyer against nobodies and all the reclamations and demands of the Client of the Buyer in relation to any problem real or supposed with the Goods sold by the Salesman according to some Order or the way in which the Salesman has provided such Goods according to the Order.

C. The automotive industry is focused in its clients and the Salesman agrees upon working with the Buyer to satisfy the requirements with the Clients of the Buyer. Therefore, upon case that some requirement imposed by some Order to the Salesman was inexigible or a breach of another way in the terms applicable to some Order by ministry of law, conflict of terms is created or otherwise, the parts agree upon which the corresponding requirement of the Client of the Buyer will be applicable and binding for the Salesman for benefit of the Buyer. The Salesman recognizes that she is familiarized with the automotive industry and the applicable terms of the Client of the Buyer that would be applied in this case.

12. Guarantee

A. The Salesman guarantees specifically that all the Goods covered by each Order will be satisfied to all the specifications, norms, planes, samples or descriptions provided to the Buyer or by the Buyer, and all the industrial norms, laws and effective regulations in countries where the Goods or vehicles equipped with these Goods are going to be sold and that all the Goods will be marketable, of good material and free manual labor and of defects. In addition, the Salesman recognizes that the Salesman knows the use anticipated by the Buyer and specifically guarantees that all the Goods protected by each Order will be apt and sufficient for the particular intention anticipated by the Buyer.

B. The Salesman guarantees specifically that, for all the Goods according to the Order, the Salesman will transfer valid title to the Buyer, frees of all privilege, reclamation and other burdens.

C. All the guarantees will be effective reason why he is longer between: (i) the period anticipated in the applicable law, or (II) the period of guarantee provided by the Buyer to its Client; in understood, nevertheless, that in case that the Buyer or its Client of voluntary way or according to some governmental mandate, it makes a supply to the proprietors of vehicles (either other finished products) on which the Goods, or any pieces, components or systems that incorporate the Goods, are installed to provide a set a right action to treat a defect or condition that talk about to the security of an automotive vehicle or the lack of fulfillment of this vehicle with some applicable law, norm or lineament of security, or is in relation to a campaign to retire of the market or another satisfaction of the client or corrective action on watch, guarantee will continue by that period of time that can be dictated by the Client of the Buyer or the national government, state, local or foreign where the Goods are used or provided and the Salesman will have to fulfill the requirements totally according to Section 12.1.

D. The period of guarantee for the Goods that are not of production will be longer of (1) a year after the acceptance on the part of the Buyer or the period indicated in the materials of sale of the Salesman.

E. All the guarantees have the intention to provide protection to the Buyer against nobodies and all the reclamations by guarantee established against the Buyer by their Client. This includes, but without it constitutes limitation, to fulfill any guarantee demanded by the Client relative to the Goods at issue or products in which the Goods have been gotten up. All these guarantees required by the Client are gotten up here by means of reference.

F. The following communications will constitute notification of guarantee violation according to the Order: (i) any communication that specifies a defect, breach, reclamation of defect or another problem or subject of quality with Goods sold according to the Order; (II) Any communication to the Salesman who protests that the Goods of the Salesman violate some guarantee or that the Salesman has failed to fulfill some order; and (III) a notification of completion of the Buying one conforms the Section 17.A. Anyone of these reclamations of violation by the Buyer could only be terminated in writing by an authorized member of the Legal Department of the Buyer.

G. In order to mitigate its damages, the Buyer will be able to defend totally any reclamation of any Client of which any Goods provided by the Salesman are defective, violate the guarantee, or otherwise they did not fulfill partially with the legal or contractual requirements because this Client can try to do to the responsible Buyer by caused problems total or by the Salesman. The Salesman and the Buyer agree upon which this defense is in interest as much of the Salesman as of the Buyer. The Salesman by this average resignation to the right to allege that the fact that the Buyer assumed such position none limits the right of the Buyer to make be worth a reclamation against the Salesman by violation of guarantee, contribution, indemnification or another reclamation that can arise or be related with the intention of anyone of the previous ones.

H. If the Salesman wishes to participate in some of the negotiations with the Client of the Salesman in relation to anyone of the cases that precede or any litigation or defense of anyone of such reclamations, then, in each case in that the Salesman receives a notification of breach or a reclamation by violation, the Salesman will quickly notify to the Buyer about this request to participate in agreement with the Section 44, whose notification will describe with particularity the details of the supposed breach or violation.

I. Despite the victory of the period of guarantee established in the Section 12.C, the Salesman will be despite person in charge by costs and damages related to the conduction of any Action To correct in the measurement on which this Action To correct is based on a reasonable determination (including by means of use of statistical analysis or another methodology of sampling) that the Goods are not satisfied to the guarantees established in the Order. When she corresponds, the Salesman will pay all the reasonable expenses related to the determination if the Action To correct necessary era. The Buyer and the Salesman agree upon which any Action To correct relative to Goods for the Buyer will be dealt with way separated and different from any Action To correct of other goods of the Buyer; as long as this separated and different treatment is allowed and the Salesman in no case will let provide at least the same protection to the Buyer with respect to such Goods that the Salesman provides to her other clients in relation to these Actions To correct.

13. Changes

A. The Buyer at any time reserves right to order changes, or to make that the Salesman makes changes, to the Goods according to some Order or amendment of Order, including, without it constitutes limitation, changes in the design (including planes and specifications), processing, methods of packing and office, and the date or site of delivery of the Goods protected by the Order or to change otherwise the reach of the work anticipated in the Order, including work with respect to subjects such as inspection, tests or control of quality, and the Salesman agrees upon making such changes with promptitude. It will not be considered that no of such changes affects the time for performance or the cost according to the Order, unless (i) the Salesman provides notification written to the Buyer in agreement with the Section 44 with respect to a reclamation of adjustment of the time for performance or cost, within the ten (10) following days to the notification of change given to the Salesman by the Buyer and (II) after audit this reclamation, the Buyer determines that an adjustment (upwards or downwards) is appropriate. Anyone of such reclamations by the Salesman to fit to the time of performance or the cost according to an Order must be unique and directly the result of the change ordered by the Buyer and any notification of this reclamation will only be effective if it goes accompanied of all the sufficient information pertinent so that the Buyer verifies this reclamation. In addition, the Buyer will have right of audit all the pertinent registries, facilities, work or materials of the Salesman to verify any reclamation. The Salesman will consider and inform to the Buyer about the impact of a change of design on the system in which the Goods protected by the Order are used. Nothing in this Section 13 will excuse to the Salesman of coming with the Order according to this one has been changed.

B. Without the previous approval of the Buyer in an amendment of Order or a Writing Signed by the Vice-president of Purchases of the Buyer, the Salesman will not be able to make no change to any Order or the Goods protected by the Order, including, without she constitutes limitation, changing to (i) nobody third supplier of services, raw material or goods used by the Salesman in relation with her performance according to the Order, (II) the facility from which she operates the Salesman or this supplier, (III) the price of some of the Goods covered by the Order, (IV) the nature, type or quality of any services, raw materials or goods used by the Salesman or her suppliers in relation with the Order; (v) the adjustment, forms, function, appearance, performance of any Goods covered by the Order; or (vi) the method of production, or any process or software used in the production or provision of any Goods according to the Order. Any changes that the Salesman does of some Order or the Goods covered by the Order without the previous approval of the Buyer in an amendment of Order or a Writing Signed by the Vice-president of Purchases of the Buyer, will constitute a violation of the Order.

14. Financial and Operative condition of the Salesman

A. The Salesman asserts and guarantees to the Buyer for the date of each Order (whose asseverations and guarantees will be considered repeated for the date of the acceptance of the Salesman of each Report according to the Order and at the moment of each delivery according to the Order) that is not insolvent and that is paying all its debts to its victory; that it has fulfilled all the commitments of loan and other obligations; that all the financial information provided by the Salesman to the Buyer in relation to the Salesman is true and exact; that this reflected financial information of reasonable way the financial condition of the Salesman; and that all the financial statements of the Salesman have been prepared in agreement with principles of accounting of general acceptance, applied of uniform way.

B. The Salesman will allow to the Buyer and her representatives to review books and registries of the Salesman related to the fulfillment of each Order and the global financial condition of the Salesman, and agrees upon giving to the Buying total and total access to all these books and registries for such aims, to request of the Buyer. The Salesman agrees upon which, if the Salesman experiences some problem of operative delivery or, the Buyer will be able, but is not forced to do it, to designate to a representative so that he is present in the corresponding facilities of the Salesman to observe the operations of the Salesman. The Salesman agrees upon who, if the Buyer provides to the Salesman any facilities (financiers or of another type) that are necessary so that the Salesman fulfills her obligations according to some Order, the Salesman will have to reimburse to the Buyer by all the costs, including honoraria of lawyers and other professionals, incurred across the Buyer in relation to these facilities and will give right of access the Buyer to use the estates, machinery, equipment and other goods of the Salesman that are necessary for the production of the Goods protected by this Order (and a privilege to guarantee all the rights of access) according to an agreement of access and guarantee.

16. Resources by Violation on the part of the Salesman

A. The rights and resources reserved for the Buyer in each Order, including without which it constitutes limitation, the rights to enter, to demand and inspection according to Section 22, will be cumulative and additional to any other provided additional resources in the law or according to the fairness. Without limiting the majority of which it precedes, if some Or it is not satisfied to the guarantees established in this document or if the Salesman or any Or provided by the Salesman does not fulfill some of the conditions of a Supplier of World-wide Class according to Section 6, the Buyer will notify the Salesman and this one, if it asks for the Buyer, must reimburse to the Buyer by any special, emergent damages or indirect caused by the Goods you do not conform, including, without it constitutes limitation, the costs, expenses and losses incurred across the Buyer (a) inspecting, selecting, putting to the test , to repair or to replace these Goods you do not conform; (b) resulting of production interruptions; (c) leading Actions To correct, and (d) in relation with reclamations by personal injuries (including death) or damages to the property caused by these Goods you do not conform. If the Buyer asks for it, the Salesman will have, without position some for the Buyer, to administer and to process returns of positions by Goods you do not conform in agreement with the instructions of the Buyer. The Salesman recognizes and is suitable that the monetary damages would not be a sufficient remedy for any real, anticipated or imminent violation of some Order on the part of the Salesman with respect to their delivery of Goods to the Buyer and that, in addition to all the other rights and resources that the Buyer can have, the Buyer will have right to the specific fulfillment and temporary, preliminary and permanent compensation judicial or another protection like remedy of this violation, without test of real damages and without it is necessary some guarantee or another guarantee.

B. In addition, what precedes, the Salesman does not recognize that to paralyze the plant of the Client she creates problems for which the monetary damages are not sufficient remedy. Although the cost of the paralyzation of a plant can easily generate costs substantial, the damages to the relation of the Buyer with its Client through a substantial loss of businesses, and other damages that are equally difficult to calculate, are much worse. Had to these risks, in case of a violation or threat of violation on the part of the Salesman with respect to some of the asseverations, guarantees or commitments of the Salesman (including without it constitutes limitation, any commitment related to being a Supplier of World-wide Class), the Buyer will be able, without necessity to notify the Salesman, to resort to obtain the production of Goods of the Salesman of another supplier or a dual source of anyone of the Goods protected by this document (Vg. to cause that another supplier product or is prepared to produce the Goods that are produced by the Salesman), to protect to the Buyer and its Clients. This process to change the businesses can take a considerable time and the Salesman understands that, given the risks implied by the possible paralyzation of the Client of the Buyer, the Buyer has justification in initiating and transferring the businesses without previous notification to the Salesman.

C. The Salesman understands that the reorientation of businesses during a program, although is not desirable, is part of the automotive business and is a risk recognized for the Salesman in the industrialist. Even though the risk of the financial or operative uncertainty of the Salesman, to the light of the enormous risks for the Buyer and the Client of the Buyer, is an example of a justified reason to change the production, without notification, and that any incidental or related activity on the part of the Buyer is comprehensible and reasonable.

D. Not any thing in contained opposite sense in some Order, the Buyer does not release any reclamation against the Salesman who are based total or partially in some fraud or coercion in relation to the Order or some violation or anticipated violation of the Order or any Order between the Buyer and the Salesman (still if that Order talks about other products).

17. Completion

A. Straight of the Buyer To finish the Order in case of Violation. The Buyer reserves the right to give by finished to everything or any part of each Order, without no responsibility towards the Salesman, if this one: (i) rejects, violates or threatens violating anyone of the terms of the Order, including, without it constitutes limitation, the guarantees of the Salesman and the dispositions of Supplier of World-wide Class; (II) it lets fulfill or to give the Goods according to it specifies the Buyer; or (III) it lets provide to the Buyer suitable and reasonable guarantees of the capacity of the Salesman to opportunely fulfill anyone of the obligations according to any order, including, without it constitutes limitation, the delivery of Goods; or if the Buyer finishes by violation some other Order emitted by the Buyer to the Salesman in agreement with the terms of said another Order (independently of if said another Order is related to the Order).

B. Straight of the Buyer To finish by Convenience

(1) In addition to any other rights of the Buyer to finish each Order, the Buyer it will be able, to its single option, to give by finished immediately everything or any part of the Order at any time and for any reason, by means of notification written to the Salesman, without it constitutes or abuse right or illicit fact is considered.

(2) When receiving notification of completion in accordance with this Section 17.B, the Salesman, unless the Buyer indicates it in writing otherwise, (i) will immediately finish all work according to the Order; (II) it will transfer the bearer and it will give to the Buyer the usable and marketable finished Goods, works in process, and component raw materials/that the Salesman has produced or acquired in agreement with the firm amounts of the Report according to the Order and which the Salesman cannot use to produce goods for himself or for others; (III) it will compromise all the reclamations done by the subcontractors who are approved by the Buyer in the Order or amends of the Order or in a Writing Signed by the Vice-president of Purchases of the Buyer, if there were it, by reasonable real costs that are non-recoverable because of this completion; (IV) it will make the acts that are reasonably necessary to protect the goods that are in being able of the Salesman in as the Buyer has interest and (v) to request of the Buyer, will collaborate with the Buyer so that the Goods protected by the Order are provided by an alternating supplier designated by the Buyer.

(3) Once some Order is finished by the Buyer according to this Section 17.B, the Buyer will pay to the Salesman the following amounts without duplication: (i) the price of the Order for all the finished and finished Goods that conforms the requirements of the Order and that previously was not paid; (II) reasonable the real cost of the Salesman of the usable and comercializable work in process and transferred component the raw materials/to the Buyer in agreement with subsection B (2) (II) of this document; (III) reasonable the real cost of the Salesman to solve the reclamations for the obligations that the salesman had had towards the subcontractors approved by the Buyer in the Order or the amendment of the Order or in a Writing Signed by the Vice-president of Purchases of the Buyer in completion absence, and (IV) reasonable the real cost of the Salesman to make its obligations according to subsections B (2) (IV) and B (2) (v). The Buyer will be responsible neither will be forced to make payments to the Salesman, directly or against the account of reclamations by part of the subcontractors of the Salesman, by any other alleged losses or costs, or are denominated like loss of anticipated gains, not absorbed administrative expenses, interests on reclamations, product development and costs of engineering, costs of reorganization of facilities and equipment or rent of such, not amortized costs of depreciation, general and administrative positions that are from the completion of the Order or another way. Despite any thing in opposite sense, the obligation of the Buyer towards the Salesman when happening the completion according to this Section 17.B will not exceed the obligation that had had the Buyer stops with the Salesman of not to have existed this completion.

(4) Within the twenty (20) following days to the effective date of completion according to this Section 17.B, the Salesman will provide to the Buyer its reclamation of completion, along with all the data of support that will consist exclusively of the points of the obligation of the Buyer towards the Salesman which they are enumerated in the subsection (b) (3). The Buyer will be able to audit the registries of the Salesman before or after the payment to verify the amounts asked for in the reclamation of completion of the Salesman.

C. Absence of Right of Completion on the part of the Salesman. Due to which the commitments of the Buyer with their Clients are done based on the commitments of the Salesman according to each Order, the Salesman does not have right to finish no Order.

D. Transition of Provision. To the victory or anticipated completion of any Order for whatever reason, the Salesman agrees in making those acts that the Buyer can require of reasonable way to obtain the transition of the Salesman to an alternating salesman, including without it constitutes limitation, the actions that are indicated next. The alternating "selling" term specifically includes, without it constitutes limitation, a plant or installation property of the Buyer.

(1) The Salesman will have to provide all the necessary or desirable notifications so that the Buyer obtains the provision of the Order with an alternating salesman.

(2) The Salesman must provide a bank sufficient of Goods covered by the Order to guarantee that the transition to some alternating salesman selected by the Buyer will come without misfortunes. Unless the Buyer specifies it otherwise in an amendment of the Order or a Writing Signed by the Vice-president of

Purchases of the Buyer, a bank of inventory of pieces for six weeks will be considered sufficient to obtain the transition. This “bank of pieces for six weeks” will be calculated using Purchases of the Buyer for the six weeks immediately previous to the notification of completion of the Salesman, without including temporary interruptions, reduced paralyzations of plant or industry or other programs.

(3) The Salesman will give back to the Buyer all the Goods Given in Comodato and any other provided property or who is property of the Buyer or some of the Clients of the Buyer, in the same condition in which she has received them, excepting the normal wear.

(4) The Salesman, to option of the Buyer, will have (i) to yield to the Buyer anyone or all the contracts of provision or orders of raw material or components related to the Order, (II) to sell to the Buyer, to the cost for the Salesman, nobody or all the inventory and work in process related to the Order; and (III) to sell to the Buyer, the part non amortized of the cost of red sayings, except any amounts that the Buyer had paid before to the Salesman by the cost of red sayings, anyone or all the Properties of the Salesman related to the Order (to see Section 21).

18. Limitation of Damages. The Buyer will not be in any responsible case before the Salesman by predicted gains nor by **emergent damage or dismissed profit**, or they are these direct or indirect, material, moral or consequential, foreseeable ones or no. This disposition of limitation of responsibility is applied, independently of the type of Order (including without it constitutes limitation, You order of purchase closed, You order Open or You order of contractual requirements). The responsibility of the Buyer by a reclamation of any type or any loss or damage that derives or is related or is from each Order, the Goods or some other agreement between the Buyer and the Salesman is the Reasonable Obsolescence, if there were it, created by the cause that gives origin to the reclamation. The Buyer and the Salesman agree upon which the “Reasonable Obsolescence” means the following amounts, without duplication: (i) the price of the Order for all the finished and complete Goods that are satisfied to the requirements of the Order and that have not been paid previously; (II) reasonable the real costs of the salesman by the U.S. able and marketable work in process and transferred component the raw materials /to the Buyer in agreement with the completion and that are covered by firm Information emitted by the Buyer; and (III) reasonable the real costs of the Salesman to compromise the reclamations with respect to the obligations that the Salesman had had towards the subcontractors approved in a Writing Signed by the Vice-president of Purchases of the Buyer in absence of a completion, limited the amount of the firm amounts of Goods and specified component raw materials/in Information emitted by the Buyer that are pending. The Buyer will not be responsible and it will not be forced to make payments to the Salesman, directly or against the account of reclamations done by the subcontractors of the Salesman, by any other loss or alleged cost, or are denominated like loss of anticipated gains, not absorbed recovery of investment, administrative expenses, interests on reclamations, product development and costs of engineering, costs of reconditioning or rent of equipment or facilities, costs of depreciation not amortized, administrative positions and general resultants of the completion of the Order or otherwise. Despite any thing in opposite sense, the obligation of the Buyer towards the Salesman when finishing any Order will not exceed the obligation that the Buyer had had towards the Salesman in absence of completion of this Order.

19. Cession. The Salesman will yield neither will delegate no of her duties or obligations under no Order without the previous consent of the Buyer in the Order or an amendment of the Order or a Writing Signed by the Vice-president of Purchases of the Buyer, whose consent can be denied to exclusive option of the Buyer. Any sale either another crossing of actions or other titles values of the Salesman that would be in a change of control of the Salesman will be considered a cession according to the Order. The Salesman will be able to yield her reclamations by money under any Order like collateral guarantee by debts of the Salesman, but the Buyer will not be forced to pay to the assignee until which the Buyer receives written notification of the cession, a faithful copy of the cession and a settlement of the reasonably acceptable Salesman for the Buyer. No of these cessions will prohibit to the Buyer to make be worth its rights against the Salesman or the assignee, including without it constitutes limitation, the rights of the Buyer of compensation and recovery according to Section 34, all whose rights of the Buyer against the Salesman or assignee prevail over any rights of this assignee. The Buyer will be able to freely yield to nobody third its rights and obligations according to some Order without the consent of the Salesman.

20. Goods in Comodato

A. All the photographic provisions, materials, molds, machinery, equipment, patrons, tools , dies, calibers, additions, planes, designs, specifications, drawings , negatives and positives, copy arts, unfolding, material briefed for production or repair and other headings provided by the Buyer, or are direct or indirectly, to the Salesman or some sub supplier of the Salesman in relation or in relation to

some Order, or by which the Salesman had been reimbursed by the Buyer (jointly, “Goods in Comodato”), they will be and continue being property of the Buyer and will be had by the Salesman in voluntary Comodato. The Salesman will assume the risk of loss and damages of the Goods in Comodato and the Salesman, to her own expenses, will have to maintain these Goods in Comodato assured for benefit the Buyer, naming to the Buyer like beneficiary of additional assured loss and. The Goods in Comodato at all moment will have properly to be kept and to be maintained by the Salesman; they will not have to be used by the Salesman for any intention different from the execution of a command; property will be considered personal; they will be marked of showy way by the Salesman to identify them as property of the Buyer and will indicate the name and direction of the Buyer; they will not be mixed with the goods of the Salesman nor with those of third and an Order or amendment of Order or in a Writing Signed by the Vice-president of Purchases of the Buyer will not be retired of the estates of the Salesman without the previous approval of the Buyer in. The Salesman, to her expenses, will have to maintain, to repair, to re conditioning the Goods in Comodato in a condition of first class. All the pieces available, additions, improvements and accessories for these Goods in Comodato will become property of the Buyer the being built-in or adhered to the Goods in Comodato.

B. The Salesman agrees that the Buyer has right, at any time, with or without reason and no type of payment, to retake the possession or to ask for the return of anyone or all the Goods in Comodato, with no need to obtain a judicial order. When asking for it the Buyer, the Goods in Comodato will be released to the Buyer immediately or given to the Buyer by the Salesman, it is well: (i) F.O.B. transport of equipment in the plant of the Salesman, properly sprinted and marked in agreement with the requirements of the carrier chosen by the Buyer to transport these goods; or (II) to any site designated by the Buyer, in whose case the Buyer will pay to the Salesman the reasonable cost to give these Goods in Comodato in this location. The Buyer will have right to enter the estates of at any moment reasonable Salesman to inspect the Goods in Comodato and the registries of the Salesman with respect to them. When the law allows it, the Selling resignation to any privilege or other rights that the Salesman can have otherwise on any Or in Comodato by work made in he himself, by the price of purchase of any Goods, or otherwise. The Salesman agrees upon which any shortage component or inserted shortage of some of the Goods in Comodato will be replaced by the Salesman to its present cost.

C. The Salesman recognizes and agrees that (i) the Buyer is the manufacturer of the Goods in Comodato neither the agent of the manufacturer nor a distributor in this document; (II) the Buyer is giving comodato on the Goods in Comodato the Salesman, for benefit of the Salesman; and (III) the Salesman has inspected the Goods in Comodato and is satisfied with which such apt and they are adapted for his intentions; and (IV) the BUYER HAS DONE NEITHER MAKES NO GUARANTEE OR ASSEVERATION OF NO TYPE, NOR IT EXPRESS NOR TACIT, WITH RESPECT TO THE APTITUDE, CONDITION, COMERCIALIZACION, DESIGN OR OPERATION OF THE GOODS IN COMODATO NOR THEIR APTITUDE FOR a CERTAIN INTENTION. The Buyer will be responsible before the Salesman by no loss, damage, injury or cost of no type or caused nature, directly or indirectly, by the Goods in Comodato, including without it constitutes limitation, his use or maintenance, or its repair, service or fits, neither by no interruption on watch nor by no loss of business of the type that outside or of the form that outside caused, including, without it constitutes anticipated limitation, any damages, loss of gains or any other emergent damage or dismissed profit, or they are these direct or indirect, material, moral or consequential, foreseeable ones or no.

D. The Salesman authorizes to the Buyer to present/display a declaration of financing UCC-1 or a similar document before the competent authority to notify with respect to the bearer of the Buyer on the Goods in Comodato. The lack to present/display a financing declaration will not change nor will amend the rights of property of the Buyer on the Goods in Comodato. The Salesman will provide to the Buyer, to request of this one, an inventory written of all the Goods in Comodato.

21. Goods of the Salesman. Unless she is agreed otherwise between the Buyer and the Salesman by means of a written agreement signed by the Salesman and the Vice-president of Purchases of the Buyer, the Salesman, to her own expenses, will have: (i) to provide; (II) to maintain in good conditions, and (III) to replace when it is necessary, all the Goods of the Salesman (according to they are defined more ahead). The Salesman by this means grants to the Buyer an irrevocable option of purchase, frees of all the photographic privilege, reclamation and other burdens, on nobodies and all provisions, materials, molds, machinery, equipment , patterns, tools, dies, calibers, additions, planes, designs , specifications, drawings, negatives and positives, arts, unfolding of copies and other headings necessary to produce the Goods according to any Order (jointly, the “Goods of the Salesman”) that specially are designed or formed to

make or to assemble Goods according to the Order, by means of the payment on the part of the Buyer of the portion not amortized of the cost of red sayings of Goods of the Salesman, except any amounts that the Buyer has paid previously to the Salesman by the cost of these Goods of the Salesman. The Salesman will allow the Buyer to audit the registries of the Salesman to verify the amount owed by anyone of the Goods of the Salesman. This option will not be applied to any of the Goods of the Salesman who is used by the Salesman to produce a substantial amount of similar products for other clients of the Salesman which they cannot be obtained quickly by the client (s) of the Salesman of third, unless, to discretion of the Buyer once exerted the option, the Salesman yields to the Buyer and the Buyer or its representative assumes the obligation of the Salesman subsequent to to produce such other products for the other clients of the Salesman using those headings of the Goods of the Salesman during the period the sale of the Goods of the Salesman to the Buyer. The Salesman will collaborate with the reasonable requests of information of the Buyer in relation to this obligation towards the other clients of the Salesman and to carry out this cession and assumption. The right of the Buyer to exert the option according to this Section 21 is not conditional to a violation of this Order by part of the Salesman nor a completion of the same one on the part of the Buyer.

22. Rights of Entrance, Valuation and Inspection. The Buyer will have right to enter the facilities of the Salesman during normal capable hours or, case of a paralyzation of the Salesman, reasonable hours, to inspect the plant, the Goods, materials and any property of the Buyer that is covered by each Order and, without necessity of a judicial order, it will be able to enter the property of the Salesman and to retire goods which they belong to the Buyer or any Client of the Buyer, including without it constitutes limitation, the Goods in Comodato inventory or Goods of the Salesman that have been or it has remembered sell to the Buyer according to the Order. The inspection of the Goods on the part of the Buyer, either during the manufacture, before the delivery or within a reasonable time after its delivery, will not constitute the acceptance of any work in process nor of finished Goods.

23. Sub contracting

A. The Salesman will not subcontract any of her duties or obligations according to any Order without the previous approval of the Buyer in an Order or amendment of Order or in a Writing Signed by the Vice-president of Purchases of the Buyer. The Salesman will guard so that any subcontractor thus approved fulfills all the requirements of the process of approval from production of the Client of the Buyer and any other requirements of the Buyer. The Buyer or the representative of the Buyer will have right to verify in the estates of any subcontractor and the estates of the Salesman who the subcontracted Goods are satisfied to the specified requirements. The verification on the part of the Buyer or its representative (i) will not change the responsibility with respect to the quality by part of the subcontractor of the Salesman to the Buyer, (II) will acquit the Salesman of the responsibility to provide acceptable Goods, nor (III) will prevent the later rejection of Goods by the Buyer. Despite any verification on the part of the Buyer or of its representative, the Salesman continues being totally responsible for any subcontracted work.

B. In case that the sub hiring on the part of the Salesman of any work according to an Order is approved by the Buyer in an Order, amendment of Written Order or Signed by the Vice-president of Purchases of the Buyer, and like condition for this approval, the Salesman must provide to the Buying written test that the subcontractor agrees upon being subject to these Terms and Conditions and at your service.

C. If the Salesman cannot fulfill some of her obligations according to some Order, the Salesman will have, to option of the Buyer and in addition to any other rights or resources available to the Buyer according to the Order or otherwise, to yield to the Buyer all the rights of the Salesman with respect to any subcontractors according to this Order.

24. Goods You do not conform. The Buyer, to its election, will be able to reject and to give back, at risk and expenses of the Salesman, or to still retain and to correct, Goods received according to some Order that are not satisfied to the requirements of the Order, if the non-conformance is not apparent for the Buyer until the stage of manufacture, processing or assembly, or later. In measurement in which the Buyer rejects Goods as you do not conform, the amounts according to the Order will not be reduced by the amount of Goods you do not conform, unless the Buyer notifies another thing to the Salesman in writing. The Salesman will replace to the Goods you do not conform to in agreement Goods, unless the Buyer notifies it otherwise by writing, including, without it constitutes limitation, by way of notification of completion of the Buyer according to the Section 17.A. The Goods you do not conform will be had by the Buyer to have them in agreement with the written instructions of the Salesman, at risk of the

Salesman. The lack of the Salesman to give instructions written within the ten (10) days (or that period shorter than it can be commercially reasonable under the circumstances) after notification of conformity will not give right the Buyer, to option of the Buyer, to receive to the Salesman the storage and handling, or to have the Goods without any responsibility of the Buyer to the Salesman. The Salesman will reimburse to the Buyer by (a) any amounts paid by the Buyer against the account of the price of purchase of any Goods you do not conform rejected, and (b) any costs incurred across the Buyer in relation to the Goods you do not conform, including, without she constitutes limitation, inspection, selection, tests, evaluations, storage or re conditioning, within the ten (10) following days to that the Buyer has emitted a note of debit by the costs. The payment on the part of the Buyer by Goods you conform will not constitute an acceptance, neither it will limit or reduce the right of the Buyer to make be worth any legal resource or according to the fairness, nor will stand out to the Salesman of its responsibility by latent defects.

25. Indemnification

A. The Salesman by this means agrees and she is committed to compensate and to protect to the Buyer, subsidiary affiliated his and, and to its respective directors, civil employees, employees and agents against any reclamations, liabilities, damages (including special, emergent, punishment and exemplary damages), costs and expenses (including real honoraria by costs of lawyers, experts and consultants, costs of liquidation and sentences) incurred in relation to any reclamations (including judicial demands, administrative reclamations, regulating actions and other procedures to recover damages by personal injuries or death, damages to the property or economic losses) that are related somehow or are derived from some way of Goods, asseverations of Salesman, performance or lack of Salesman to fulfill obligations according to some Order, including reclamations based on violation or supposed violation of guarantee of Salesman (independently of if the Goods have been incorporated to products of the Buyer and/or resold by the Buyer), and reclamations by any violation of any law, decree or applicable regulation or authorization or governmental order. The obligation of the Salesman to compensate will independently be applied if the reclamation drift of illicit act, negligence, contract, guarantee, strict guarantee or otherwise, except in the measurement in which anyone of these responsibilities is derived solely from the serious negligence of the Buyer. The obligations to compensate of the Salesman will be still applied if the Buyer provides everything or a part of the design and specifies everything or a part of the processing used by the Salesman, unless a written contract separated signed by the Salesman and the Vice-president of Purchases of the Buyer arranges it otherwise.

B. If the Salesman makes some work in the estates of the Buyer or uses the goods of the Buyer, or inside or outside the estates of the Buyer, the Salesman will compensate and protect to the Buyer, affiliated and subsidiary his, and to her respective directors, civil employees, employees and agents against all and any responsibilities, reclamations, demands or expenses (including real honoraria of lawyers, experts and consultants, costs of transaction and sentences) by damages to the property or injuries (including death) of the Buyer, her employees or some other person who derive themselves or relate to the performance of the work by the Salesman or use of the goods of the Buyer, except in the measurement in which this responsibility, reclamation or demand are derived solely of the serious negligence from the Buyer.

26. Insurances. The Salesman will obtain and maintain to her exclusive expenses, customary cover of insurances in the industry and according to she demands otherwise the asked for law that is of reasonable way by the Buyer, with those insurance agencies and by those amounts that are reasonably acceptable for the Buyer. This includes, without limitation, to provide complete insurances against fire and cover extended for the value of replacement of (i) all the Goods of the Salesman and (II) any Good in Comodato, both by its complete value of replacement. All this cover of insurances will name to the Buyer like beneficiary of additional assured loss and. The Salesman will provide to the Buyer certified of insurance indicating the amount of the cover, number of policy and date (s) of victory for the insurances maintained by the Salesman and these certificates must arrange that the Buyer will receive notification written thirty (30) days ahead of insuring with respect to any completion or reduction of the amount or reaches of the covers. The insurance certificate delivery or purchase of insurances by part of the Salesman will not release of its obligations or responsibilities according to any Order. If the Salesman does not maintain any insurance under some Order, the Buyer will have right to try this insurance and the Salesman will have to reimburse to the Salesman the demanded being to him, by all the costs and real expenses incurred try it of this insurance.

27. Fulfillment

A. The Salesman agrees upon fulfilling all national, state, local and foreign the laws, You order Executives, rules, regulations and decrees that can be applicable to the performance on the part of the Salesman of their obligations according to each Order, and it will be considered that each Order incorporates by means of reference to all the clauses demanded by the dispositions of these laws, orders, rules, regulations and decrees. All the materials bought used in the manufacture of the Goods must satisfy effective the governmental limitations and with security on restricted , toxic and dangerous materials, as well as all environmental , electrical and electromagnetic the considerations applicable to the manufacture country and sale. All the suppliers must have fulfilled norms ISO 14001, TS16949 and ELV or their successors, according to occasional amendments.

B. The Salesman will not use (i) its forced or involuntary form, manual labor independently, (II) to use no boy, except like part of a training of work, temporary or programs similar approved by the government, nor (III) will dedicate to abusive use or corrupt commercial practices, in the provision or provision of Goods according to some Order.

C. The Salesman will adopt and make be worth a accord code of conduct for practices of businesses with principles, policies and procedures with the principles, policies and procedures settled down in the Code of Commercial and Ethical Conduct of the Buyer available through connections provided in the page of Internet de Lear Corporation: www.lear.com. The Salesman will have to report with promptitude all the violations of the code of conduct of the Salesman to the Vice-president of Purchases of the Buyer.

D. The Salesman will give written notification immediately to the Buyer after she notices that some director, civil employee or employee of the Salesman, or some of its affiliated subsidiaries or is also a director, civil employee or member of the immediate family of some director or civil employee of the buyer, or some of its affiliated subsidiaries or. Respect solely to the employees of the Salesman, the Salesman only needs to report this information to the Buyer if the employee (excluding the civil employees or directors from the Salesman) substantially is involved in the commercial relation of the Salesman with the Buyer or receives some direct or indirect compensation or benefit based on the commercial relation of the Salesman with the Buyer.

E. In case that the Salesman subcontracts some of her duties or obligations according to some Order in agreement with Section 23, the Salesman will have to guarantee that all the subcontractors fulfill the requirements of this Section 27. To request of the Buyer, the Salesman will certify in writing the fulfillment of the Salesman and her subcontractors with all these requirements. The Buyer will have right to audit and keep monitoring the fulfillment of the Salesman and its subcontractors with its obligations according to any Order. The Salesman will compensate and protect to the Buyer, affiliated and subsidiary his, and to its respective directors, civil employees, employees and agents against any reclamation of responsibility, she demands or expenses (including real honoraria of lawyers, experts and consultants, costs of transaction and sentences) that is derived or related to the breach of the Salesman or her subcontractor.

28. Requirements of Approval of Pieces of Production. With respect to You order for production pieces, the Salesman it agrees upon fulfilling all the requirements identified in the manual of process of approval of pieces of production of the industry and agrees upon presenting/displaying this information and data relative to her to the Buyer, to the asked for being to him, independently of the authorized level of presentation, at the Level No 3, or its equivalent present one, unless he is authorized otherwise by the Buyer in an Order or amendment of Order or in a Writing Signed by the Vice-president of Purchases of the Buyer.

29. Identification of Goods. All the Goods provided in accordance with each Order that are considered a piece complete will have to permanently take the number of piece of the Buyer, and the name or name of code, the name of the Salesman or its name of code, and the date in which was made by the Salesman.

30. Boarding.

A. The Salesman agrees upon (i) to sprint properly, to mark and to dispatch to the Goods in agreement with the exigencies of the Buyer and the involved carrier company, of way to obtain the cost of lower transport; (II) to send the office in agreement with the instructions of the Buyer; (III) not to make any position by handling, packing, storage, transport (including rights, taxes, rates, etc.), cost of vehicle or other expenses of transport or transport of Goods, unless the Buyer approves otherwise in an Order or

amendment of Order or in a Writing Signed by the Vice-president of Purchases of the Buyer; (IV) to provide with each boarding papers that show the number of Order, the amendment of Order or number of Report, the number of piece of the Buyer, the number of piece of the Salesman, if it comes, the amount of pieces in the boarding, the number of boxes or containers in the boarding, the name and number of supplier of the Salesman, the number of the boarding knowledge and the country of origin; and (v) to transmit with promptitude the original shipping document or another receipt of boarding for each boarding in agreement with the instructions of the Buyer and the requirements of the carrier company. The marks in each package and the identification of the Goods in the packing checkbooks, knowledge of boarding and invoices will be sufficient to allow the Buyer to easily identify the bought Goods.

B. For Goods that can contain potentially dangerous and/or restricted materials, if she asks for the Buyer, the Salesman must provide quickly to the Buyer, in any form and with the detail that the Buyer solicits, (i) a list of all the potentially dangerous ingredients of the Goods, (II) the amount of one or more of these ingredients, and (III) information relative to any changes or additions to these ingredients. Before dispatching the Goods, the Salesman agrees upon providing to the Buyer warning and in advance reasonable notification, by writing (including appropriate labels in the Goods, containers and packing's) of any dangerous materials that is an ingredient or comprises of some of the Goods, along with those instructions of handling that are necessary to inform to all the involved carrier companies, the Buyer and to its respective employees how to exert that well-taken care of measurement of and precaution that more good prevent injuries or damages to the property in the handling, she transports, processing, use or disposition of the Goods, containers and packing's dispatched to the Buyer. The Salesman must fulfill all the laws and national, state, local and foreign regulations relative to products and labels of warning. If the Goods are dispatched by Salesman a **European destinies**, before the offices become, the Salesman will have to notify to the Buyer about the "Classification of Dangerous Goods" according to demands its **European agreement** in relation with the "Transport the International of Dangerous Merchandise." The Salesman commits itself to fulfill the applicable norm in environmental matter, and also she declares: (i) that guarantees the fulfillment of the applicable environmental norm with regards to the storage, handling, transport and disposition of potentially dangerous and/or restricted materials, and (II) The Salesman will safeguard to the Buyer of any responsibility of any nature related to environmental subjects.

C. Any packing done of wood (including trowels) must be satisfied to the international soft wood norms, including Regulations USDA on Imports of Packing material of Wood. If the Salesman does not fulfill such norms, the Salesman will be responsible by all the costs related to the replacement and transports.

31. Documents of I refund of Customs, Other Governmental Requirements, and Controls of Export

A. To request of the Buyer, the Salesman will have to provide quickly all necessary documents for aims with I refund of customs, properly full in agreement with the governmental regulations applicable to such. The Salesman in addition will have, to her expenses, to provide all the information that are necessary (including written documentation and registries of electronic operations relative to the Goods, tools and equipment necessary so that the Buyer fulfills any obligations relative to customs and other governmental, requisite organisms of mark of labeled origin or, and requirements of certification or other information of local content, to allow the Buyer to demand any treatment of preferential rights at the moment of the entrance of the Goods, tools and equipment described according to the applicable systems of commercial preferences, and to make all the adjustments that are necessary so that the Goods are covered by any to defer of rights or it programs (s) of applicable zone of free commerce in the import country. The Salesman will have, to her own expenses, to provide to the Buyer or to the supplier of services designated by the Buyer all the documentation that allows to export the Goods and to obtain all the necessary licenses of export or authorizations for the export of the Goods, tools and equipment, unless she is indicated of another way in the Order, including credits of commerce, credits of export or the reimbursement of rights, taxes or rates, will belong to the Buyer.

B. The Salesman is responsible by any incorrect information provided by the Salesman or any breach with the Regulations for Customs with the Bolivarian Republic of Venezuela. on the part of the Salesman who is in sanctions and/or payment from additional rights for the Buyer. The Salesman also recognizes and agrees upon observing all the procedures of security demanded by Customs-Trade Partnership Against Terrorism (C-TPAT). The Salesman will share with the Buyer any audit or information of inspection relative to inspection C-TPAT and/or convalidation in the location of the Salesman.

32. Invoices. All the invoices and/or Advance Shipping Notices (“ASN”) by Goods dispatched in accordance with each Order must make reference to the number of Order, number of amendment of Order or Report, number of piece of the Buyer, number of piece of the Salesman when it comes, amount of pieces in a boarding, number of cardboards or containers, name and number of the Salesman, and number of the boarding knowledge , before any payment becomes of Goods on the part of the Buyer. In addition, no invoice can reference no term separated or different from these Terms and Conditions or the terms that appear in an Order. The Buyer reserves the right to give back to all the invoices or related documents that have been presented/displayed of incorrect way. The conditions of payment will begin to run once more recent correct invoice or ASN has been received and has been introduced to the system of the Buyer by the corresponding installation of the Buyer. Nobody of the Buyer with respect to an invoice does not conform is not an acceptance of any element or terms do not conform in this invoice.

33. Conditions of Payment

A. The conditions of payment will be established for the Salesman in the O/C of the Buyer, the conditions of minimum payment are D35. D35 means that the date average of payment of the received invoices they will be to the 35 continuous days counted to start off of the date of reception of the same one.

B. If a date of payment falls in a non capable day, the payment will take place the following working day.

C. Not any particular conditions of payment applicable to an Order, (i) in no case the Salesman will have right to a payment by Work of Tools before the Buyer receives the payment of its Client by this Work of Tools, (II) in no case a Salesman that is not a Direct Supplier will have right to receive payment of the Buyer until the Buyer has received the complete payment of its Client by the related Goods, or according to it comes, the goods to which has gotten up these Goods, and (III) the Buyer will be able, to its option, by means of notification to the Salesman, to modify its conditions of payment for Goods of production, to aim to take into account any change in the conditions of payment of the Client of the Buyer that is applicable to the Goods according to some Order.

34. Compensation and Contractual Reimbursement

A. In addition to any right of compensation or reimbursement predicted or allowed by the law, all the amounts owed to the Salesman, or some of its affiliated subsidiaries or will be considered of debts or obligations of the Salesman net, or of anyone of its subsidiaries or affiliated with the Buyer or some of its subsidiaries or affiliated, and the Buyer or anyone of its affiliated subsidiaries or will be able to compensate or to recover any amounts owed or to being owed by the Salesman, or some of its subsidiaries or affiliated with the Buyer or some of its subsidiaries or affiliated, the way that are and at the moment that arise. If the Buyer or some of its affiliated subsidiaries or feels that risk of reasonable way runs, the Buyer or some of its affiliated subsidiaries or will be able to retain and to recover an owed amount corresponding to the Salesman or some of its subsidiaries or affiliated in order to protect itself against this risk.

B. One “affiliated” of a part means any other company that it controls, it is controlled by, or it is under common control with this part. For aims of this definition, the term “control” means the property, direct or indirect, of the twenty percent (20%) or more of the capital or patrimony of a company or the capacity, by means of titles values with right to vote, contract or otherwise, to choose to a majority of the board of directors or another prevail organ of this company.

C. If an obligation of the Salesman or some of its subsidiaries or affiliated towards the Buyer or some of its subsidiaries or affiliated are objected, contingent or not eliminated, the Buyer or some of their affiliated subsidiaries or can defer the payment from everything or a part of the owed amount until this obligation is solved. Without limiting the majority of which it precedes solely and like example, in case of bankruptcy of the Salesman, if all Purchases between the Buyer and the Salesman has not been assumed, then the Buyer will be able to defer the payment to the Salesman, through an administrative retention or of another way, by Goods against the possible rejection and other damages.

35. Publicity. The Salesman will not talk about to the Buyer in publicity or announcements public without the previous approval in a Writing Signed by the Vice-president of Purchases of the Buyer, and she will not use the trade names nor the commercial denominations of the Buyer in advertising or promotional materials.

36. Greater force. Any delay or lacks of the Buyer or of the Salesman to fulfill its obligations according to the Order it will be excused if, and in the measurement in which, the part cannot specifically fulfill due to a fact or event that is outside its reasonable control and without lack or negligence of its part mediates, as: natural catastrophe, imposed restrictions, prohibitions, priorities or allocations or actions taken by a governmental authority; embargoes; fires; explosions; natural disasters; riots; wars; sabotage; or incapacity to obtain electrical energy. As soon as it is possible (but not more of a complete working day) after the event, the Salesman must give written notification describing the delay and assuring to the Buyer the anticipated duration the delay and the time in which the delay will be corrected. During the delay or lack of fulfillment of the Salesman, the Buyer will be able, to its single option: (a) to buy Goods of other sources and to reduce its Information to the Salesman in these amounts, without responsibility of the Buyer towards the Salesman, and to demand the Salesman who reimburses to the Buyer any additional costs Buying it to obtain the Goods substitutes compared with the prices stipulated in the Order; (b) to demand the Salesman who gives to the Buyer, to the finished expenses of the Buyer, all Goods, work in process and pieces and materials produced or acquired to work according to the Order; or (c) to demand that the Salesman provides Goods of other sources in amounts and an opportunity asked for by the Buyer and to the price settled down in the Order. In addition, the Salesman will have, to her own expenses, to conduct all the battles that the Salesman considers reasonably necessary to guarantee that in case of some labor disturbance, predicted delay of work idles or that are from the victory of contracts of work of the Salesman, an uninterrupted provision of Goods will be available for the Buyer in an area that will not be affected by any of such disturbances by a period of at least thirty (30) days. If to request of the Buyer, the Salesman lets provide within the ten (10) days (or that period shorter than the Buyer she requires) suitable guarantees which no delay will exceed the thirty (30) days or if some delay lasts more than thirty (30) days, the Buyer will be able to finish the Order without responsibility and the Salesman will reimburse to the Buyer the costs related to the cancellation. The Salesman recognizes and agrees that the change in cost or the availability of the materials, components or services based on the conditions of market, contractual actions of the supplier or disputes will not excuse the performance of the Salesman according to theories of greater force, impossibility of commercial practice or otherwise and the Salesman specifically assumes that risk.

37. Service and Replacement Parts.

A. When receiving a Report, the Salesman will sell to the Buyer all the necessary Goods for that the Buyer serve and the requirements of pieces of spare part of the Buyer and its Client for its present model of the year to the effective prices of production for that moment, plus any net cost real differential by demanded special packing. If the Goods are systems, modules or assemblies, the Salesman will sell the components or pieces of these systems, modules or assemblies to prices that in their totality will not by then exceed the price effective production of the system, module or assembly, except the costs of involved manual labor in relation to the system, module or assembly, plus any real differential of the net cost by required special packing.

B. After finishing the production of the present model of the vehicle at issue, the Salesman will sell to the Buyer the necessary Goods so that the Buyer fulfills the service and the necessary pieces of spare part for the Buyer and its Client for the years of model last to the prices then specified in the last Order for the production of the present model, plus any real net costs by required special packing for the first five (5) years on watch of last models. For following the ten (10) service years of last models or that greater period in the one than the Client of the Buyer it requires pieces on watch, the prices will be those that are specified in the last Order for production of the present model, plus any differential of real net cost for required special packing, plus any differential of real net cost by costs of manufacture according to mutually it is been suitable between the Buyer and the Salesman.

38. Fulfillment with Equal employment Opportunity. Upon the measurement in which the Goods provided according to some Order can be considered necessary to fulfill a contract with the government, the Salesman agrees upon fulfilling Clause EEO of Section 202 of Executive Order 11246 of the E.E.U.U., according to she has been modified, and any norm that happens it.

39. Packing. All the packing must be satisfied to the requirements standard of packing of the Buyer, which are available through the connections provided in the page of Internet de Lear Corporation in www.lear.com, under Information of the Supplier.

40. Reclamations of the Salesman. Any action on the part of the Salesman according to some Order must be initiated within (1) a following year to that another cause that gives origin to the reclamation of the Salesman, independently of the lack of knowledge of the Salesman with respect to the violation or another cause happens the violation either that origin gives to this reclamation.

41. Severability. If some of the terms of the Order is invalid or unenforceable according to some law, regulation, decree, executive order or another legal norm, this term will be considered reformed or eliminated, according to is the case, but in the measurement necessary to solely fulfill this law, regulation, decree, order or norm, and the remaining dispositions of the Order will follow vigor and effect in the heat of.

42. Electronic communications and Electronic Signatures. The Salesman will fulfill any method of electronic communications specified by the Buyer, including the requirements of EFT , transmission of order of purchase, Information of production, signs electronics and communication. The electronic mails, still those that contain the block of company/signature of one of the representatives of the Buyer, will not constitute a Signed Writing.

43. Notifications. All the notifications, reclamations and other communications to the Buyer, that are demanded or allowed according to the Order they will be done in writing and sent by certified or registered mail, with receipt requested, and franking properly paid to the following direction, and will be effective to the being received by the Buyer:

Lear de Venezuela C.A.
Urbanización Industrial Terrazas de Castillito
Parc T-3. Calle 103
San Diego, Edo. Carabobo
Venezuela
Attention: Purchasing Manager

The lack of the Salesman to provide some notification, reclamation either another communication to the Buyer of the way and within the specified periods of time in the Order will constitute a resignation on the part of the Salesman to nobodies and all the rights and resources that otherwise had been to disposition of the Salesman when doing such notification, reclamation or another communication.

44. Confidentiality

A. The Salesman will have (i) to maintain all the information of the confidential Buyer and to reveal it only to her employees who need to know this information the Buyer so that the Salesman provides the Goods, work of tools, and equipment to the Buyer under the Order, and (II) to use the Information of the Buyer for aims to solely provide Goods to the Buyer. "Information of the Buyer" means all the information provided to the Salesman by the Buyer or its representatives, including without which it constitutes limitation, prices and other terms of the Order, specifications, data, formulas, compositions, designs, schemes, photographs, samples, prototypes, vehicles of test, methods and processes of manufacture, packing or boarding, and software and programs of computation (including the object code and the source code). The information of the Buyer also includes any materials or information that contain, or is based on some Information of the Buyer, or prepared by the Buyer, the Salesman or some other person.

B. The Salesman will notify with promptitude the Buyer if she has provided information to a Government in relation to the provided Goods, tools or equipment.

45. Tools and Equipment - Complementary Terms. Besides to govern by these Terms and Conditions, each Order for the purchase of tools ("Tools") and equipment ("Equipment") will govern by the Complementary Terms relative to Tools and Equipment of the Buyer that are available through the connections provided in the page of Internet de Lear Corporation: www.lear.com under Information of the Supplier (the "Complementary Terms for Tools and Equipment"); being understood, that in case of an incoherence between these Terms and Conditions and the Complementary Terms for Tools and Equipment, the Complementary Terms for Tools and Equipment will prevail with respect to all these Tools and Equipment.

46. Service Terms - Complementary Terms. Besides to govern by these Terms and Conditions, each Order for the purchase of services related to the production of Goods will not be governed by the

Complementary Terms relative to Services of the Buyer that are available through the connections provided in the page of Internet de Lear Corporation: www.lear.com under Information of the Supplier (the "Complementary Terms for Services"); being understood, that in case of an incoherence between these Terms and Conditions and the Complementary Terms for Services, the Complementary Terms for Services will prevail with respect to all those services that are not related to the production of Goods.

47. Construction. When they are used in the Order, "including" it means "including without it constitutes limitation", and the terms defined in singular include the plural one vice versa and. The headed ones, titles and numeration are solely for convenience aims and they will not affect the interpretation of the Order.

48. Entire agreement; Modification. The Order, together with the annexes, appendices or complements specifically referred in the Order, constitutes the total agreement between the Salesman and the Buyer with respect to the subjects contained in the Order and replaces all the previous, verbal asseverations and agreements or written. The Buyer will be able to modify the Terms and Conditions, at any time, exhibiting a notification about these Terms and Conditions modified through connections provided in the page of Internet de Lear Corporation: www.lear.com under Information of the Supplier at least ten (10) days before any Terms and Conditions take effect. The Salesman will periodically review the page of Internet de Lear Corporation and the Terms and Conditions . The continuous performance of the Salesman according to the Order without providing notification written to the Buyer in agreement with Section 44, detailing to the objection of the Salesman to some Term or Condition modified before the date of entrance in use of this Term or modified Condition will be subject and constitute the modified acceptance on the part of the Salesman of these Terms and Conditions. Except according to it is arranged in the orations that they precede or according to one anticipates otherwise in these Terms and Conditions, the Order only can be modified by an amendment of Order or a Writing Signed by the Vice-president of Purchases of the Buyer.

49. Governing law, Jurisdiction, Venue. Each Order will be governed by the laws of the Bolivarian Republic of Venezuela. The Convention of the Nations United on the Sale the International of Goods is excluded specifically. Subject to the dispositions on arbitration of Section 51, the Salesman allows to the exclusive jurisdiction of the competent federal cut in the Distrital Court of the EE.UU. for the District This of Michigan, South Division or of cuts them state in the County of Oakland, Michigan, for any action or legal procedure or according to the fairness that is derived or related to each Order. The Salesman specifically resigns to nobodies and all the objections with respect to the jurisdiction of such cuts.

50. Arbitration. All the controversies that arise in relation to some Order or some other document relative to some Order will be solved of definitive way by means of arbitration in Southfield, Michigan, before a single referee designated by the American Association of Arbitration ("AAA") whose arbitration will be lead according to the rules of commercial arbitration of the AAA which they are effective for the moment of the Order, in the understood one, without embargo, that the discovery or production of evidences will be allowed in agreement with the Federal Rules of Civil Procedure of the EE.UU. The decision of the referee will be final and binding for the Buyer and the Salesman, and it could not be appealed, and the sentence on I render emitted will be able to be made be worth before any competent court. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages. Each part will support to equal parts the costs and expenses of the AAA and the referee. Each part will assume its own costs and expenses. The lack of one of the parts to pay its part of the arbitration honoraria constitutes a resignation to the reclamacion or defense of this part in the arbitration. All the procedures of arbitration will be confidential, except in the measurement in which the revelation is necessary to make be worth I render by arbitration in a competent court. Despite any thing in opposite sense, the Buyer will have right, without resigning to no resource according to the Order, to try to obtain from any competent court (a) judicial repair and (b) any provisional protection or fills temporarily that it is necessary to protect the rights or the goods of the Buyer.

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